

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

GREATER ST. LOUIS CONSTRUCTION)
LABORERS WELFARE FUND, et al.,)

Plaintiffs,)

v.)

Case No. 4:20 CV 1307 MTS

ANDERSON & ANDERSON BACKHOE)
SERVICE/DEMOLITION, LLC,)

Defendant.)

MEMORANDUM AND ORDER

This matter is before the Court on Plaintiffs’ Motion for Entry of Default Order to Compel an Accounting, Doc. [6]. Plaintiffs—a group of employee benefit plans (the “Funds”), their trustees, and the union affiliated with those benefit plans (the “Union”)—filed this action to recover from Defendant delinquent contributions, liquidated damages, attorney’s fees, and costs pursuant to Sections 502 and 515 of ERISA, 29 U.S.C. §§ 1132 and 1145, and Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Doc. [1]. Plaintiffs filed the case on September 23, 2020, and Defendant was served with the Summons and Complaint on October 24, 2020. Doc. [3]. Defendant has not filed an answer or otherwise contested the Complaint. The Clerk of Court entered default against Defendant on February 25, 2021, consistent with Fed. R. Civ. P. 55(a), and Plaintiffs subsequently moved for a default order of accounting. Defendant has not responded to either the entry of default or Plaintiffs’ Motion.

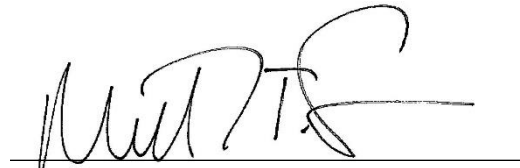
Once default has been entered against a defendant, “the allegations of the complaint, except as to the amount of damages[,] are taken as true.” *Greater St. Louis Constr. Laborers Welfare Fund v. Gateway Constr. Servs.*, No. 4:20-cv-00808-SEP, 2020 WL 6483944, at *1 (E.D. Mo.

Nov. 4, 2020) (quoting *Greater St. Louis Constr. Laborers Welfare Fund v. AbatePro, Inc.*, 4:17-cv-02812-AGF, 2018 WL 5849980, at *1 (E.D. Mo. Sept. 6, 2018)). “With respect to damages in an action for delinquent fringe benefits, pursuant to 29 U.S.C. § 1132(g)(2), a plaintiff is entitled to recover all of the principal contributions owed, plus interest, liquidated damages . . . , attorneys’ fees, and costs.” *Id.* at *2.

At all times relevant to this action, Defendant was bound by a collective bargaining agreement (“CBA”) with the Union. Plaintiffs attached the CBA, relevant trust and fund documents, and affidavits in support of their Motion. Under the CBA, Defendant was obligated to submit monthly reports and contributions to various employee benefit funds and authorizes Plaintiffs to examine the financial records of the Defendant to ascertain whether the required contributions were made. The only way in which Plaintiffs can determine the amount owed is through such a financial examination.

IT IS HEREBY ORDERED that Plaintiffs’ Motion for Default Order to Compel an Accounting, Doc. [6], is **GRANTED**. Defendant is to provide to Plaintiffs, within thirty (30) days of the date of this Order, all books, ledgers, payroll records, cash disbursement ledgers, bank statements and other documents reflecting or pertaining to all hours worked by and wages paid to Defendant’s employees from March 15, 2019 to date. The Court reserves jurisdiction to make such further orders and grant such additional relief, including but not limited to the entry of partial and final judgments, as it deems appropriate.

Dated this 2nd day of September 2021


MATTHEW T. SCHELP
UNITED STATES DISTRICT JUDGE